

**TECHNICAL ARRANGEMENT
BETWEEN
THE MINISTRY OF DEFENSE
OF THE
ITALIAN REPUBLIC
AND THE
DEPARTMENT OF DEFENSE
OF THE
UNITED STATES OF AMERICA
REGARDING THE
INSTALLATIONS/INFRASTRUCTURE
IN USE BY THE U.S. FORCES IN
SIGONELLA, ITALY**

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I. Purpose

To promulgate command policy and procedures for the implementation of international agreements between the United States and Italy concerning the use and operation of military installations/infrastructure located in Sigonella, Italy.

II. References

1. The North Atlantic Treaty, signed at Washington, D.C. on 04 April 1949 and specifically the provisions contemplated in Article 3.
2. Agreement Between the Member States to the North Atlantic Treaty on the Status of Forces, signed at London on 19 June 1951 (NATO SOFA).
3. Bilateral Infrastructure Agreement (BIA) between the United States of America and Italy, signed on 20 October 1954.
4. Memorandum of Understanding Between the Ministry of Defense of the Republic of Italy and the Department of Defense of the United States of America concerning the use of Installations/Infrastructure by U.S. Forces in Italy (1995 U.S.-Italy MOU).
5. Technical Report by Bilateral Commission Tricarico-Preuher on Air Activity of the U.S. Armed Forces of 13 April 1999.

III. Applicability and Scope

This Technical Arrangement applies to the military forces of the United States, members of the force, the civilian component and their dependents, assigned to or operating at military installations/infrastructure in Sigonella, Italy, as detailed in Annexes 1 and 2.

The provisions of this Technical Arrangement are implemented in accordance with references 1 through 3, including Article II of the NATO SOFA which states that it is the duty of a force and its civilian component and the members thereof as well as their dependents to respect the law of the receiving State, and to abstain from any activity inconsistent with the spirit of the NATO SOFA.

IV. Definitions and Abbreviations

In this Technical Arrangement the term:

- CARABINIERI

"Carabinieri" has the status of an Armed Force that acts as the Military Police in the Italian territory. Generally, the personnel of the Service also accomplish duties of prevention and repression of crimes and maintenance of law and order on the entire national territory in coordination with the competent judicial authorities and the police.

- CIVILIAN COMPONENT

"Civilian component" means all the civilian personnel having a relationship to the United States Forces as provided in Article I (1.b.) of the NATO SOFA. In the Italian language version of this document the term "civilian element" is used with the same meaning.

- CIVILIAN PERSONNEL

"Civilian personnel" are those personnel contemplated in Article 6 of the BIA which covers, in addition to the "civilian component" of a force, persons such as those listed below, who are closely affiliated with the United States Armed Forces and under their authority, but not employed directly by them, on the condition that the presence of such persons in Italy is recognized by both governments as necessary in connection with the functioning of the installations:

- Employees of other United States Government Departments;
- Essential personnel of the USO, Schools, Post Exchanges, Commissaries, Youth Development and Educational Support Organizations (for example, but not limited to, Boy and Girl Scouts); Religious Support Groups; Soldier, Sailor, Airmen, and Marine Mutual Aid Societies (for example, but not limited to, United Seaman's Service and the Navy and Marine Corps Relief Society); Military Banking Facilities and Credit Unions; and the Red Cross;

- Technical representatives of firms having special relations with the United States Armed Forces, when such persons come to Italy for other than temporary visits.

- CONSTRUCTION

"Construction" means work required to erect, install or assemble a new facility; or add to, alter, expand, convert, demolish or replace an existing facility.

- EXCLUSIVE USE

"Exclusive use" means the utilization by the armed force of a single Nation, of installations and/or infrastructure defined and included within the perimeter of the installation, for the performance of activities related to the mission and/or tasks assigned to said force by the sending State. The designation of "exclusive use" to installations and/or infrastructure utilized by the U.S. Forces does not limit in any way the exercise of Italian national sovereignty, as preserved by Article VII of the NATO SOFA.

- FORCE

"Force" means personnel belonging to the Armed Forces as contemplated in Article I (1.a.) of the NATO SOFA.

- INFRASTRUCTURE

"Infrastructure" means the complex of fixed or permanent structures, both horizontal and vertical, and facilities, within the installation and therein established for the performance of the main and support activities of the Forces.

- INSTALLATION

"Installation" means the complex of land and fixed structures thereon, which are within defined and clearly identified boundaries.

- JOINT USE

"Joint use" means the common utilization of the installation/infrastructure by both Italian and U.S. Forces assigned to the installation/infrastructure, to perform the activities related to NATO missions and/or tasks assigned to said forces by their respective governments.

- LOCAL CIVILIAN LABOR

The term "local civilian labor" means all non-civilian component personnel hired by the U.S. Forces with a contract.

- MAINTENANCE

"Maintenance" means the recurrent, day-to-day, periodic, or scheduled work required to preserve property.

- REPAIR

"Repair" means programmed work required to ensure restoration of the installation's efficiency.

ABBREVIATED TERMS:

- BIA means Bilateral Agreement on Infrastructure
- DOD USA means Department of Defense of the United States of America
- IDGS (SMD) means Italian Defense General Staff
- IPI means internal permanent instructions (local Italian SOPs)
- MOD IT means Italian Ministry of Defense
- NATO means Organization of the North Atlantic Treaty
- NATO SOFA means Agreement on the Status of NATO Forces
- PPR means prior permission required

- SMA means Italian Air Force General Staff
- SME means Italian Army General Staff
- SMM means Italian Navy General Staff
- SOP means standard operating procedures
- TA means Technical Arrangement
- U.S. means United States
- USAFE means U.S. Air Force Europe
- USAREUR means U.S. Army Europe
- USEUCOM means U.S. European Command
- USNAVEUR means U.S. Naval Forces Europe
- USO means United Service Organizations

V. Use and Operation

1. The installations at Sigonella are peace-time military installations, as agreed, in accordance with the BIA. The installations have been ceded in use to the United States of America to be employed by the latter according to the provisions of Article 2 of said Agreement. In particular circumstances the authorities of the two countries will agree on the utilization of the installations' facilities granted for use to the U.S. Forces by civilian activities of the Host Country. These activities, as indicated in Annex 3, will be at no cost to the United States. Any services provided to these civilian activities by the United States will be on a reimbursable basis.

2. The locations covered by this TA are shown in Annex 1 and the attached maps provided by the Italian Authorities and comprise operational areas (command, communications, etc.), logistics/support areas, and housing areas. The Italian Commander, with the assistance of the U.S. Commander, will maintain a map detailing the location of the various facilities on the installations.

3. The principal use of the installations is related to:
 - a. Permanently assigned operational units;
 - b. Units and related facilities, supporting the cited operational units, used for peace-time routine training activities;
 - c. Associated personnel. The precise number of personnel will be provided semiannually to the Italian Commander or whenever requested, as indicated in Annex 4.
4. Installations/infrastructure listed in Annexes 1 and 2 will also be subject to this Technical Arrangement. These Annexes will specify the use, location, personnel and infrastructure of these installations.

VI. Command

1. The installation is placed under Italian command. The functions of such command, which will be exercised by an Italian officer, will vary according to whether the installation is jointly used or used exclusively by the U.S. Armed Forces. The Italian Commander's authority extends throughout the installation over all the Italian personnel, military and civilian, assigned for whatever reason to the installation, and over the whole land and infrastructure, Italian equipment and materiel. See Annex 5 for further delineation of command issues.
2. The rank of the Italian officer is established by the cognizant Italian Authorities based on his responsibilities and tasks, regardless of the rank of the senior U.S. officer assigned to the installation.
3. The U.S. Commander has full military command over U.S. personnel, equipment and operations. He will notify in advance the Italian Commander of all significant U.S. activities, with specific reference to the operational and training activity, to the movements of materiel, weapons, and civilian/military personnel, and to any events/incidents that should occur. Likewise the Italian Commander will keep the U.S. Commander informed of all significant national activities. For further clarification, see Annex 5. The Italian Commander will advise the U.S. Commander if he believes U.S. activities are not

respecting applicable Italian law and will immediately seek advice from higher Italian Authorities. Differences of opinion between the commanders regarding whether a specific activity should be undertaken, that cannot be resolved locally, will be promptly referred up the respective chains of command for resolution. Beginning a disputed activity is subject to resolution of the controversy.

4. Permanent increases of the operational component and relative support shall be authorized by the Italian National Authorities. Temporary increases of military and civilian personnel (for training, exercises, logistical activities, transit, etc.) will be approved by the Italian Commander. Temporary increases of personnel associated with operations already approved by the Government of Italy will be coordinated with the Italian Commander. See Annex 4 for details concerning the temporary increase of personnel.

5. In order to comply with his responsibilities, the Italian Commander, or the acting Italian Commander, has free access, with no restrictions, except as provided in the following Section XV, to all areas of the installation. The Italian Commander, or in his absence the acting Italian Commander, will intervene to have the U.S. Commander immediately interrupt U.S. activities which clearly endanger life or public health. Upon notification of the danger, the U.S. Commander will promptly investigate and consult with the Italian Commander concerning the situation. Either commander may refer a matter in dispute, or one not susceptible to local resolution, to higher authority for resolution.

6. The Italian Commander is the formal representative of the installation and serves as the liaison with national authorities, and the contact with local authorities and local external military and civilian entities, including press agencies. The U.S. Commander is not precluded from contacting local authorities on matters of interest only to the United States. The Italian Commander will coordinate, as agreed, all matters of common interest and, to this end, he will be kept constantly informed on all U.S. activities and initiatives as indicated in Annex 5. The U.S. and Italian Commanders fulfill their representational role with equal status. Details are addressed in a separate instruction.

VII. Flags and Honors

The NATO flag together with the U.S. and Italian flags will be displayed over the installation. The respective national flag may be raised over buildings used exclusively by the U.S. or by Italy. Details are addressed in a JMC Instruction (JMCI-3).

VIII. Personnel

1. The NATO SOFA and the implementing agreements listed in the references regulate the status of U.S. Forces in Italy, as well as the status of members of these forces, of members of the civilian component, and of their dependents whose presence in Italy is in furtherance of the objectives of this Technical Arrangement and the Agreements listed in the references.

2. In accordance with Article IX, paragraph 4 of the NATO SOFA, the conditions of employment and work for local civilian labor, in particular wages, supplementary payments, and conditions for the protection of workers, shall be consistent with the laws of Italy.

3. In accordance with the NATO SOFA and bilateral agreements, the U.S. command shall withhold social security benefits for local civilian labor, through appropriate social security institutions, to include deduction from wages for income tax payment to Italy, in accordance with current Italian law.

IX. Infrastructure

1. a. The installation includes:

- (1) Jointly-funded infrastructure;
- (2) NATO-funded infrastructure;
- (3) U.S.-funded infrastructure;
- (4) Italian-funded infrastructure.

b. The buildings and infrastructure are classified as:

- (1) NATO or national, joint use;
- (2) NATO for exclusive use, U.S. or Italian;
- (3) National for exclusive use, U.S. or Italian.

c. The areas and all the infrastructure therein, marked in different colors as indicated by the legend, are shown in detail

in the map attached to Annex 1. Buildings and infrastructure, and their use (Italian, allied or joint) and purpose are listed in Annex 2. The cited documentation (plan and listing) will be kept updated by the Italian Commander with the assistance of the U.S. Commander.

2. The operation and maintenance costs for structures composing the installation are charged to the U.S. or Italian Armed Forces according to their ownership and use. In case of "joint use", charges are shared proportionally to the actual use based on criteria specified in Annex 6.

3. The Italian Armed Forces are responsible for repair and maintenance of "joint use" buildings and infrastructure. The Italian Commander shall plan, in coordination with the U.S. Commander, for the maintenance of all jointly used buildings and infrastructure. The user Nation is responsible for repair and maintenance of "exclusive use" buildings and infrastructure. For NATO infrastructure, current NATO directives apply.

4. All construction projects, including new infrastructure and improvements to infrastructure, which constitute construction as defined in Section IV, are subject to prior approval by IDGS. All changes of use of buildings and infrastructure also will be authorized by the IDGS. In accordance with the BIA and subsequent agreed procedures, construction projects to be accomplished exclusively with U.S. Government funds will be approved by the Italy-U.S. Construction Mixed Commission.

5. The Italian Commander, after taking into account the zoning regulations and obtaining the necessary inputs from the U.S. Commander, shall develop a Base Development Multi-year Plan, which shall be approved by the national Authorities. Required changes can be periodically submitted for the approval of the national Authorities. Copies of both the proposed and approved Multi-year Plans will be provided to the U.S. Commander.

X. Utility Services

1. U.S. Armed Forces will be provided with the following services to satisfy operational, logistical support, and housing requirements:

a. A total of a certain number of cubic meters per day of drinking water, as detailed in Annex 7, in accordance with

current Italian regulations and in proportion to the highest number of personnel expected to be assigned to the installation, and of a certain number of cubic meters of water for services, when available. Variation to the quantity of water provided, shall be agreed when changes in availability or requirements, also temporary, occur. When availability is scarce, priority will be given to satisfy operational and logistical support requirements;

b. Electric power (line of a certain number of KV) to employ power to a certain maximum number of KW, available at certain parameters as detailed in Annex 7, to the main power substations of the installations;

c. Charges for utilities will be based on the actual use. Where the United States Armed Forces make use of utilities which come from the outside (such as electric energy, gas, water, telecommunications, sewerage), the Italian Government, insofar as it is competent to do so and in accordance with Article 12 of the BIA, will assure access to said services at terms no less favorable than those in force for the Italian Armed Forces;

d. Refueling, for the needs of both Italian and U.S. units, is provided by the POL San Cusumano-Sigonella system. Management, maintenance and funding are regulated by Annex 8.

2. The Italian Ministry of Defense will provide for disposal on the outside perimeter of the installation of all waste products. The U.S. Commander is responsible to ensure that disposal in U.S. processing plants is done consistent with applicable Italian standards on waste products.

3. The U.S. Command will provide for disposal of toxic/harmful waste, generated by the U.S. Forces, consistent with current Italian standards and applicable international agreements.

4. In accordance with the provisions of Section VI, paragraph 5, the Italian Commander reserves the right to notify the U.S. Commander of perceived violations of applicable standards for disposal of waste. Upon notification of a perceived violation, the U.S. Commander will promptly investigate and inform the Italian Commander of steps taken to remedy the situation or of the propriety of the method applied. Either commander may refer a matter to higher authority for resolution.

XI. Supply of Goods and Services

1. Procurement of goods and services by the U.S. Forces shall be governed by Article 31 of the BIA and the NATO SOFA. The U.S. and Italian commanders will cooperate to avoid that the provision of goods and services create disturbances on the local market, by examining the possibility that, when U.S. Forces' purchases are made by direct contracts, procedures similar to those used by the Italian Armed Forces are adopted, including anti-mafia screening procedures.

2. The acquisition by both Parties of any supplies, support, or services, as outlined in this Section and Sections IX and X, must be done under authorized national contracting procedures or an implementing arrangement under the NATO Mutual Support Act.

XII. Financial Matters

1. The financial obligations of the Parties under this Technical Arrangement shall be subject to the authorization and appropriation of funds in accordance with respective national laws.

2. Operational expenses of the installation are as follows:

- a. Common, referring to joint use by both nations;
- b. Exclusive, referring to exclusive use by each nation.

3. Common expenses are subdivided into:

- a. Personnel costs;
- b. Operation and maintenance costs;
- c. Investment costs.

4. Each nation will be responsible for its exclusive expenditures. Common expenses will be shared according to use. If this is not possible, an equal allocation in proportion to the assigned Force or other agreed criteria, will apply. In accord with commonly accepted principles, each Party will be responsible for the costs of its own personnel.

5. The definition of common expenses, methods and procedures for accounting, refunds and fiscal year planning for common expenses will be agreed upon and included in Annex 6, according to the following general principles:

- a. The Italian Commander will prepare the estimated and final budget for common expenditures;
- b. U.S. representatives will participate in developing the budget, to include proportionate use percentage and allocation of expenses;
- c. The Italian Commander, in coordination with the U.S. Commander, will prepare well in advance - no later than the month of March - the estimated budget for the next fiscal year, both in the Italian and English language. The estimated budget for the following fiscal year will be reviewed and approved by both Parties in accordance with the provisions of this Technical Arrangement;
- d. The approved estimated budget will be used by the Parties to plan financial/administrative activities. If expenditures vary significantly from the approved estimated budget, a new estimated budget may be submitted for approval;
- e. Payment of funds by the U.S. will be in Italian currency, in quarterly payments in advance of the applicable quarter, starting on January 1 of each year;
- f. Common expenses will be managed by the Italian Commander, as provided by current Italian laws and regulations;
- g. A quarterly summary accounting of common expenses will be provided by the Italian Commander to the U.S. Commander no later than 30 days following the conclusion of each quarter in accordance with the provisions of Annex 6; this quarterly accounting will provide the basis for future U.S. payments, and/or adjustments to payments previously made, in coordination with the Italian Commander;
- h. The format of the estimated and final budgets will be agreed between the Parties;

i. Contracts made for common services will be made available to the U.S. Commander upon request, together with technical specifications and/or documents, with the exception of patent information. With regard to modernization/improvement projects, the current NATO or bilateral procedures will apply, according to the eligibility of the project for NATO or U.S. funding. In the latter case, after authorization from Italy, the U.S. will execute the project. Exclusive expenses will be managed by each command.

XIII. Customs and Taxation Matters

1. United States exemption from taxes and customs duties shall be regulated as provided in the NATO SOFA and the BIA, as applicable, relevant legislation, and other tax relief agreements on tax exemption between the governments.

2. When the installation is the point of entry into the national territory, transient or residing military/civilian personnel, not covered by the NATO SOFA, will fall under the normal customs regulations applying to foreigners. If the transit/arrival installation is the first stop in the national territory, the U.S. Commander will provide the list of these personnel to the local customs Authorities if available, or to the Italian Commander, in accordance with procedures specified in Annex 9.

XIV. Social and Administrative Services

1. In order to satisfy the requirements of quality of life (in accordance with the NATO SOFA and with prior notification in accordance with Article 13 of the BIA), the U.S. Forces may establish, use and maintain structures on the installation, necessary to support the force, civilian component and dependents. The structures will house facilities customary for these purposes, including, among others:

a. Post offices, military finance services, bank facilities, BOQs/BEQs, messes, liquor retail sales (class VI stores), commissaries, base exchange stores, service stations and automotive repair shops, social centers, libraries, theaters and recreational areas;

b. Schools, to include child care centers and other educational facilities and programs for children;

c. Hospitals, dental clinics and other medical care centers.

2. The above agencies are exempted from license fees, excise duties, sales taxes, customs duties and other import taxes on their property, activity, goods and services sold or provided. Appropriate controls will be established to prevent abuses such as selling or giving away exempted goods to people not eligible to purchase in said stores. The U.S. Commander will be responsible for the application of such control measures and will apprise the Italian Commander of their contents.

XV. Security and Police Responsibilities

1. The Italian Commander is responsible for security of the installation and discharges military police tasks towards the Italian military/civilian personnel according to national law. In coordination with the U.S. Commander, who bears independent responsibility for the safety and security of his own personnel and equipment, the Italian Commander issues appropriate directives for the security of the entire installation and establishes access procedures and will issue passes for entry into the installation if such procedures are deemed appropriate by the two commanders. The U.S. Commander may be requested to support this operation with U.S. personnel and vehicles. Security procedures and plans are discussed in Annex 10.

2. To accomplish his tasks and as guarantor for Italian sovereignty, the Italian Commander, or the acting Italian Commander, has access to all areas and facilities. Procedures for access by Italian personnel to limited and well-defined U.S. classified areas, as agreed by the Parties, are specified in Annex 11. The same right is granted, when authorized by the Italian Commander, or the acting Italian Commander, to the Italian military personnel tasked to accomplish military police duties (Carabinieri for the Italian Armed Forces) inside the installation.

3. Responsibility for external security of the installation is assigned exclusively to the Italian Authorities. Said external security is assured by the Authorities responsible for public order and security, in coordination with the competent territorial Military Command and the Italian Commander.

4. In accordance with Article VII, paragraphs 10 a. and b. of the NATO SOFA regarding the status of NATO Forces, the U.S. Commander exercises his police rights on the land areas and infrastructure therein, used by the U.S. Forces pursuant to agreement with the Italian Authorities. To discharge this function he may take, in coordination with the Italian Commander responsible for issuing directives in accordance with paragraph 1 above, all measures necessary to assure and maintain order and security within the area and infrastructure assigned to and among the U.S. Forces, consistent with applicable Italian law. Police authority granted to the U.S. Commander may be coordinated with the Italian Commander to ensure that is exercised in accordance with the general principles governing police activities in Italian territory, without prejudice to national sovereignty.

5. Military police activities by the U.S. Forces outside the installation are subordinated to agreements with and in liaison with the Italian national authorities, as long as such activities are necessary to maintain order and discipline among U.S. personnel.

XVI. Air/Surface Transportation and Related Activities

1. Pursuant to NATO commitments, the U.S. Forces have the authority to use military aircraft and civilian aircraft under contract with the U.S. Forces to load and unload personnel, equipment and supplies related to the operational activities indicated in this Technical Arrangement. The U.S. Commander will notify in advance the Italian Commander of any aircraft deployment, including temporary deployments, in accordance with the provisions of Section VI and Annex 4. Such notification may be accomplished by providing the Italian Commander with a copy of the relevant request for PPR.

2. Properly registered vehicles belonging to the U.S. Forces can freely circulate on Italian territory in respect of Italian traffic regulations. The Italian Commander will be advised in advance of convoy movements so that actions necessary to coordinate the movement with the competent authorities can be taken.

3. U.S. military Authorities are authorized to register private vehicles owned by members of the U.S. Forces and/or civilian component and their dependents, and to issue license plates.

Before a vehicle is licensed, U.S. Authorities will ascertain that it has liability insurance, as provided by Italian law.

4. U.S. Authorities are authorized to issue private vehicle driver licenses (with Italian translation) to members of the U.S. Forces and/or civilian component and their dependents, after having ascertained their driving capability and their knowledge of the Italian traffic rules.

5. Movements and transfers of hazardous materiel (fuel, explosives, weapons) and cargo/ways of transportation of any kind, requiring caution, as external cargo delivery, involving air space, territorial and/or inter-coastal waters, Italian railways and/or roadways, shall be coordinated with the Italian Commander in order to verify its conformity to Italian legislation.

XVII. Training/Operational Activities

1. Planning and execution of all training and operational activities will be in accordance with the objectives and purposes identified in Section V and with respect of civil and military regulations of the host nation, which are effective in the specific area. Details are provided in Annex 12.

2. The appropriate national Authorities will be notified beforehand of training/operational activities of units assigned to the installation, through the Italian Commander or his representative, for the required coordination and approval according to existing procedures. In addition, the U.S. Commander shall provide the Italian Commander the annual schedule of exercises involving units assigned or deployed on the base. Detailed procedures for said coordination and approval are indicated in Annex 12.

3. Joint and/or combined training/operational activities may be conducted, after coordination with the responsible national military Authority. Any use of airports, ports, or bases, as technical stops, while conducting said activity must be coordinated beforehand, in accordance with current procedures.

4. Low Level Flight training will be coordinated and approved in accordance with Attachment 1 to Annex 12.

5. Base Operations are outlined in Attachment 2 to Annex 12.

6. Air traffic control is the direct responsibility of Italy in compliance with the applicable laws and according to the agreements providing for mutual cooperation in this area, as indicated in Attachment 3 to Annex 12.

7. Procedures and limitations for the use of the Pachino Target Range are indicated in Attachment 4 to Annex 12.

XVIII. Removable and Real Property and Residual Value

1. The Government of the United States will retain ownership of all removable property built by/for the Government of the United States at its own expense, and all equipment, materiel and supplies entered into, or acquired in, Italy by/for the Government of the United States for construction, development, operation and maintenance of installations intended for use by the United States. These items will not be disposed of in Italy except in accord with conditions, limitations, and exclusions which will be agreed upon with the Italian Government. Additionally, the Government of the United States undertakes not to proceed to remove or subsequently take out from Italy any major items of equipment which may affect the functioning of the installation without consultation with the Italian Authorities.

2. In the event the United States determines the use of all or any part of the infrastructure on this installation is no longer required, it shall relinquish such infrastructure to the Italian Government in accordance with the procedures contemplated by Annex B to the Memorandum of Understanding Between the Ministry of Defense of the Republic of Italy and the Department of Defense of the United States of America Concerning Use of Installations/Infrastructure by U.S. Forces in Italy.

XIX. Local Commission

The Italian Commander and the U.S. Commander may establish a local Joint Military Commission charged with examining the local aspects of executing the Technical Arrangement. The Commission will receive from local authorities problems, complaints or requests for assistance and will endeavor jointly to resolve any problems locally. Issues that are beyond the competence of the local Commanders will be referred to higher authority. The composition and functions of the local Joint Military Commission are detailed in Annex 13.

XX. Procedures for Mutual Cooperation

Italian and U.S. authorities will assure effective cooperation in order to preserve good relations and avoid, in so far as possible, local frictions and misunderstandings which might arise in the course of the implementation of these procedures concerning the use of installations/infrastructure located in Sigonella, Italy.

XXI. Annexes

This Technical Arrangement includes thirteen (13) annexes, identified as Annex 1 through Annex 13, and will be considered incomplete unless these annexes are included, and will not be implemented in any part unless and until all annexes have been concluded and attached to the Technical Arrangement. Lists, figures and parameters contained in Annexes 1, 2, 7 and 11 may be updated, from time to time, by mutual agreement of the Italian and U.S. Commanders. Copies of the updated Annexes shall be promptly provided to the Joint Military Commission established in accordance with Article II of the 1995 U.S.-Italy MOU. Changes to other Annexes may be proposed by the JMC and upon approval by respective national authorities, will be signed by the JMC Chairmen.

XXII. Effective Date, Implementation, and Revision

1. This Technical Arrangement will become effective on the date of last signature and will continue in effect until terminated. It may be terminated immediately if both parties consent in writing to immediate termination or by either party upon giving 180 days written notice to the other party that termination is desired.

2. All previous bilateral international agreements concerning the use and operation of military installations/infrastructure located in Sigonella, Italy, are repealed starting from the day this Technical Arrangement comes into force. The Italian and U.S. commanders may only implement this Technical Arrangement through SOP's and administrative agreements developed jointly by the parties and approved by the Local Joint Military Commission (JMC-L), as long as these procedures are consistent with this Technical Arrangement.

3. Changes to this Technical Arrangement may be made with the agreement of both parties; either party may request, in writing, modification of any provision at any time. Changes must be in writing, will include signatures of both parties, and will be appended to the original copies of this Technical Arrangement.

4. Disagreements as to the interpretation or implementation of this Technical Arrangement shall be settled through consultation between the parties at the lowest echelon possible using, if necessary, the local Joint Military Commission identified in Section XIX above and then the Joint Military Commission established in accordance with Article II of the 1995 U.S.-Italy MOU. In no event will disagreements be subject to arbitration or litigation.


XXIII. Authentication

This Technical Arrangement is executed in both the English and Italian languages, each text being equally authentic.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments, have signed this Technical Agreement.

Done at Rome, this 6th day of APRIL, 2006, in duplicate.

FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED STATES
OF AMERICA



N.G. PRESTON
REAR ADMIRAL, U.S. NAVY
COMMANDER, NAVY REGION EUROPE

FOR THE MINISTRY OF
DEFENSE OF THE REPUBLIC
OF ITALY



MARIO MARIOLI
MAJOR GENERAL, ITALIAN ARMY
CHIEF OF III REPARTO,
ITALIAN DEFENSE GENERAL STAFF

Annex 1

INSTALLATIONS COVERED BY THIS AGREEMENT
 (See Annex 2 for a list of buildings within each installation)

**I. U.S. FUNDED
U.S. EXCLUSIVE USE**

LOCATION	AREA (Square Meters)	EXTERNAL PERIMETER (linear meters)	MUNICIPALITY/ PROVINCE
U.S. Naval Air Station Support Site (NAS I)	72,700	2,630, PLUS TWO REMOTE WELLS AND ASSOCIATED PIPELINE.	Catania/Catania
Niscemi Transmitter Site	1,660,000	12,500 meters	Niscemi/ Caltanissetta
Pachino Target Range	725	260	Pachino/Pachino

**II. NATO FUNDED
U.S. EXCLUSIVE USE**

U.S. Naval Air Station Airfield (NAS II) [located within NATO Base Sigonella]	58,825	1,072	Lentini/ Siracusa
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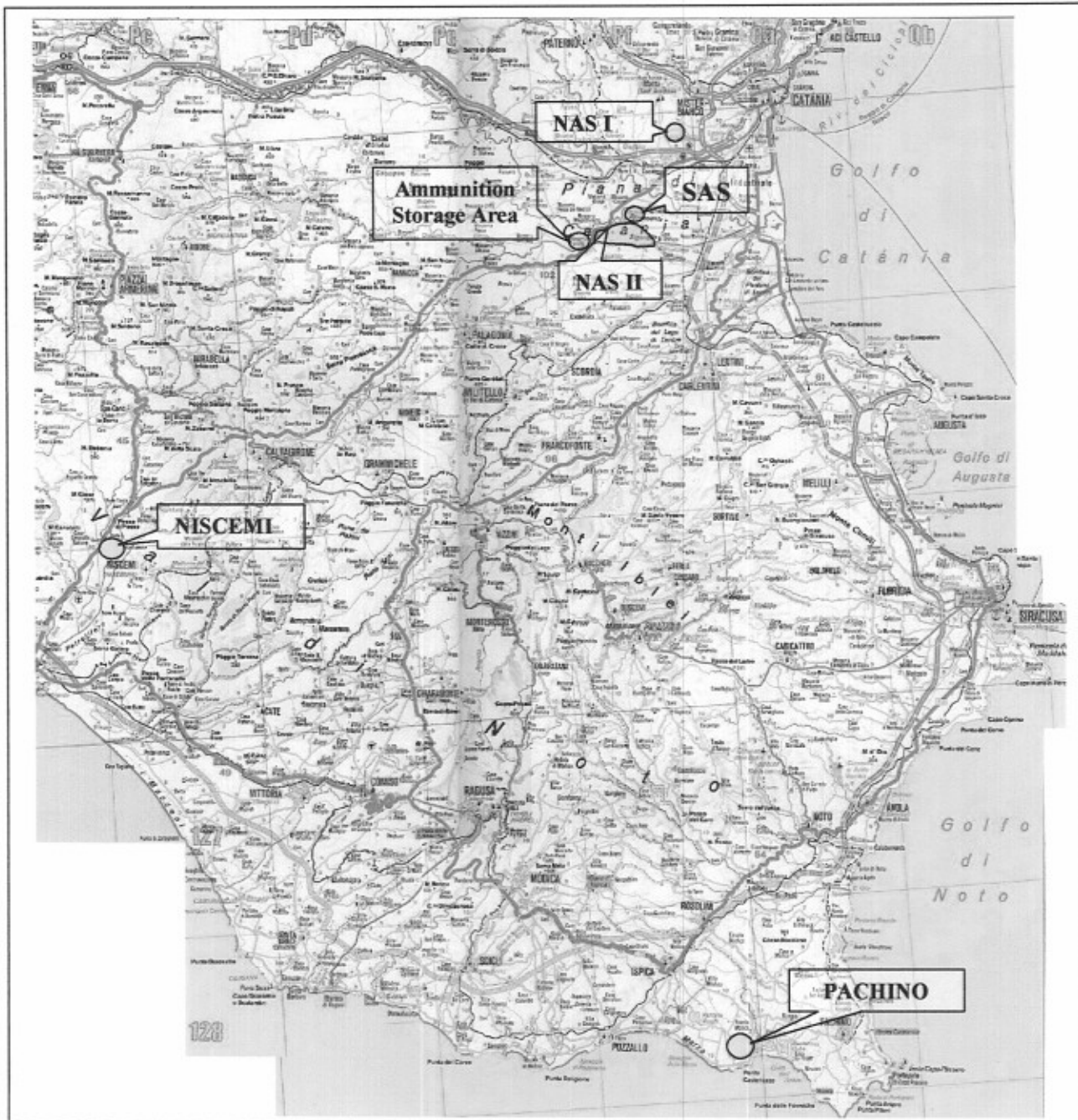
**III. NATO FUNDED
JOINT USE**

NATO Base Sigonella (formerly referred to as	1,147,400	1,600 meters plus two remote fresh water wells	Lentini/ Siracusa
The NATO Maritime Airfield		And the associated pipelines that run from the wells to the	

		NATO Base Sigonella.	
NATO Base Sigonella Weapons storage Site (Spinasanta)	2,950	3,300	Belpasso/ Catania
NATO Magazine Area (Favotto)	730,850	3,900	Ramacca/Catania
Mobile Mine Assembly Unit (MOMAU)	167,800	2,800	Belpasso/ Catania

Note: In accordance with Section XXI of the Technical Arrangement, the lists contained in this Annex may be updated, from time to time, by mutual agreement of the Italian and U.S. Commanders. Copies of such updated lists shall be promptly provided to the Joint Military Commission established in accordance with Article II of the 1995 U.S.-Italy MOU.

Map of the Installations/Infrastructure Ceded in Use to the U.S. Forces



LIST OF BUILDINGS WITHIN EACH INSTALLATION

(See Annex 1 for a list of installations)

I. U.S. FUNDED
U.S. EXCLUSIVE USE

NAS I:

Facility #	Purpose
101, 104 - 114 (scheduled for demolition 2002)	Military Family Housing (102 & 103 demolished Nov 01)
145, 268, 269	Racquetball Courts
146	Fleet and Family support Center (FFSC)
149, 309	Storage facility
151	Enlisted Club
153	Outdoor Recreation Center
154	Bowling/Gymnasium
158	Fire Station
159	Enlisted Dining Facility
160	PMO Admin (New Building)
169, 217, 228, 239, 241- 250, 252-256, 316	Electric substations
170, 171, 172, 173, 202, 303	Bachelor enlisted Quarters
174	NEX Admin/Laundromat
177	Flag Pole Pavilion
180	Chapel
181	Theater/ITT
182	Heating Plant
183	Water Treatment Plant
184, 185, 218, 238, 307	Water Storage Tanks
186	Special Education Clinic
191	Housing Office
192	NEX/7 Day Store
193	Commissary
199	Swimming Pool
200	Security Office
201	NEX Mini-Mall
206	Sentry House
207	NEX Warehouse
211	Education Services
212	Radio/TV Station
216	Elementary School

220	DoDDS School
222	Outdoor Basketball Court
223	Soccer Field
224	Baseball Field
227	Recreation Pavilion
229	Sewage Treatment Plant
230	Operations Vehicle Garage
231	Loading and Unloading Ramp
232	Library
234, 235	Sewage Lift Stations
236	Scout Hut
273	Hospital/Dental
274	Helicopter Pad
276	Electric Meter Shelter
299	NEX Video Store
300	NEX Home Store
302	Community Center
304	Khaki Club
305	NAS I Security Entrance Wall
306	Telephone Exchange
307	Elevated Water Tank
308	Electrical Support Facility
310	Hospital Warehouse
313	Navy Lodge
314, 1002	Child Care Center
1001	Youth Teen Center
1003	Gate House (205 Housing)

NAS II:

401, 416, 427, 437, 445, 453, 455, 464, 467, 488, 496, 526, 531, 547, 553, 561, 572, 595, 596, 597, 598, 604, 608, 609, 625, 641, 656, 658, 693, 696, 741, 749	Electrical Substations
402	Sewage Treatment Plant
405	Aircraft Fire Rescue Station
408	Administration/Operations
410	Administration
409	Vacant
413	Corrosion Control Hangar
415	Security Building
417	Diesel Fuel Cachment
419	Fire Pro Pump Station

420	Defense Courier Station
421	LOX/Cart Shelter
422	Electronic Communication
423	HAZ/FLAM Storehouse
424	NASSIG Coord. Flight Air Det.
425	Water Reservoir Fire Protection
426	Aircraft Maintenance Hanger
430	Oil Water Separator
431	Sewage Lift Station
433	Equipment Maintenance Facility
434	Vehicle Wash Platform
436	Air Passenger Terminal
438	Air Cargo Terminal
441	Concrete Pad for Antenna
442	Ready Magazine
443	Ordnance Handling Pad
444	Lox Facility Non-industrial
446	Lox Plant Maintenance Shed/Operations Storage
447	Lox Plant Warehouse Shed
448	Lox Plant Storage Shed
450	Supply Laydown Yard
451	Flammable Liquid Storage
459	Engine Maintenance Shop
460	Air Frames Shop
462	Engine Maintenance Shop
469	Human Resources/MWR
471, 558, 617	Administration Office
472	SJA/PAO/Security Manager
477	ROICC/FSC
478	Admin Office For PMO
481	Vehicle Body Repair Shop
484	Vehicle Wash Platform
489	Refueler Maintenance Shop
490	PW Admin/Shop
491	Elevated Potable Water Tank
492, 493, 535, 610, 612	Water Storage Tank
494	Water Treatment Facility
495, 635, 638, 655, 657	Storage Facility
498	PW Duty Rooms
499, 536, 538	Storage Yard
500	DRMO Building
521	Aircraft Washrack
522	Auto Hobby Shop
529	Load/Unload Ramp

530	Photo Lab
532, 557, 560, 562, 6223	BEQ
533	Galley
537	Supply/Comptroller
540	PW Vehicle Ramp
542	Navy Federal Credit Union
543	Swimming Pool
544	Bathhouse
545, 631, 632	BOQ
546	Ground Support Equipment Shop
548	Gymnasium
549	NEX 7 Day Store/Post Office
550	Medical Clinic
551	Tennis Playing Courts
552	Playing Field
559, 563, 624	BEQ Utility Building
564	Navy Legal/Trial Service Office/Info Resource Center
568	CPO/EM Club
574	Recreation Pavilion
580	NCTS Sicily Supply Facilities Building
583	Surface Wx Radar Pwr Support Bldg and Twr
585	NAVCOMTELSTA Building
586	Communications Scatter Antenna
587	Communications Scatter Antenna
588	Engine Test Pad
589	GBS PIP Site
590, 591, 592	Communications Antenna
593	Hermes Loop
594	Collins 637
599	Run Up Pad
600 - 603	Hydrant Aircraft Ready Fuel Storage
605	Hydrant POL Pipeline Facilities
606	Security/NIS
607	Electrical Support
611	Aircraft Operations Building
628	Fleet Mail Center
629	Police Station/MVRO
630	Aircraft Operations Building
634	Occupational Health
635	Explosive Ordnance Disposal Building
636	AIMD Blade Shop
637	Sport Shop
638	Sonobuoy Storage
639	Tactical Support Center

640	Mogas Filling Station
642	Military Working Dog Kennel
645	Filter Separator (JP-5 Augusta)
651, 652	Line Maintenance Shelter
653	Passenger Air Terminal/Train Center
654	Community Van Complex
655	PW Storage Shop
660-692	Switching Station
694	Generator Shop
695	LAMPS MKIII
697, 698	Generator Plant
700	Security Entrance Wall
701	Career Counselor
702	Carpenter Shop
703	Soils Lab/Drafting Room
704	Maintenance Shop
705	Quarterdeck/Conference
707	Flammable Paint Storage
708	MLO Lumber Shed
709	Maintenance Shop
710	Warehouse
711	Storage Shed
712	Administration Building
713, 714, 716	Navy Campus
715	Vacant
718	HAZMAT/Waste Storage
733	Hazardous Materials Minimization Center
740	Warehouse
742	Chapel
745	UPS (ADP)
746	UPS (AIMD)
747, 748	Remote Water Well NAS II
750	AMCC Van Support
751	Generator 1000KW
753	Hazardous Storage Shed B Nr 407
754	Engine Test Cell
758	NTISA Detachment
None	Taxiways E, F and aircraft parking aprons contained within the NAS II perimeter

NISCEMI TRANSMITTER SITE:

Facility #	Purpose
2100	Transmitter Facility and Microwave Antenna
2101	Helix House and Low Frequency Antenna
2102, 2103, 2105	Storage Warehouse
2104	Fire Protection Building and Water Well
2106	Tank Fire Protection
2107	Electronics Maintenance Shop
None	37 High Frequency Antennas

PACHINO TARGET RANGE:

Facility #	Purpose
950	Control Tower/BEQ/Admin
951	Leaching Field
952	Helicopter Landing Pad
953	Substation
954	Playing Field
955	Standby Generator Building
956	Storage Tank
957	Substation
958	WISS Tower I
959	RBSS Van Pad
960	Radar Bomb Scoring Range
961	RBSS Tower
962	Pachino Site Tower
963	Substation Site II
964	WISS Site II Sighting Tower

NATO WEAPONS STORAGE SITE:

Facility #	Purpose
820	RUBB Building
826	General Storage Pad
872	Weight Test Facility

II. NATO FUNDED
U.S. EXCLUSIVE USE

NAS II:

Facility #	Purpose
406	Naval Aviation Engineering Support Unit (NAESU)
407, 633	Aircraft maintenance Hanger
418	PW Elec Branch (WC57)
422	Ground electronics Maintenance Facility
452	Main Supply Warehouse
476	Admin Building (CO/XO/PSD)
482, 483	Automotive Vehicle Shop
501-508, 510-513	Underground Fuel Storage Tanks
509	Aircraft Ready Fuel Storage
514	Fuel Farm Pumphouse
515-516	Aircraft Fueler Truck Loading Stands
517	Fuel Farm Oil/Water Separator
519	Explosive Ordnance Disposal (EOD)
520	Fuel Farm Office
827-828, 847-849	Weapons Magazine
870	Electrical Substation
881	MAUW Maintenance Shop
882	Magazine
887	MAUW Ordnance Warehouse
889	Paint Locker
897	Open Ammo Storage
M21	Ordnance Disposal Area (NATO Magazine Area)

MOBILE MINE ASSEMBLY UNIT AREA:

Facility #	Purpose
M908	Mine Assembly
M909, M910	Fuse Magazine
M911, M912, M913	Magazine
M915, M916, M917	Admin Building
M918	Inert Storage Building
M919	Inert Storage Warehouse WH-4
M920	Cold Storage Reefer RF1

M921	Cold Storage Reefer RF2
M922	Magazine #1
M923	Magazine #2
M924	Magazine #3
M925	Magazine #4
M926	Magazine #5
M927	Magazine #6
M928	Magazine #7
M929	Magazine #8
M930	Magazine #9
M931	Magazine #10
M932	Magazine #11
M933	Magazine #12

NATO WEAPONS STORAGE SITE:

Facility #	Purpose
822	Weapons storage Building
823	Raw Water Storage Tank
824, 852	Substation
825	Switching Station
829	Ordnance Operations Building
830	Station Armory
855	Battery Shop
856, 866, 885	Inert Storehouse
861, 862, 863	High Explosive Magazine
864	Fuse Detonators Magazine
879	Reaction Force Facility
884	Generator Building
888	Motorola Technical Representative Office
895	Detachment Locker

**III. NATO FUNDED
JOINT USE**

NATO BASE SIGONELLA:

Facility #	Purpose
50	NEMOD/Air Operations
15	Paraloft Building
52	Ground Control Approach (GCA) Pad
53	TACAN Pad
453, 488	Substation

699	Gate Entrance
None	Main Runway
None	Parallel Taxiway and Taxiways A, B, C, D
None	Compass Calibration Pad
None	Red Label Area
None	Water Tank
None	Rinse Rack

NATO WEAPONS STORAGE SITE:

Facility #	Purpose
886	Substation

NATO MAGAZINE AREA:

Facility #	Purpose
These facilities	Are presently under construction

MOBILE MINE ASSEMBLY UNIT AREA:

Facility #	Purpose
M907	Forklift Charging Station
M914	Inert Storage Warehouse

Note: In accordance with Section XXI of the Technical Arrangement, the lists contained in this Annex may be updated, from time to time, by mutual agreement of the Italian and U.S. Commanders. Copies of such updated lists shall be promptly provided to the Joint Military Commission established in accordance with Article II of the 1995 U.S.-Italy MOU.

**UTILIZATION OF THE INSTALLATIONS' FACILITIES GRANTED FOR
USE TO THE UNITED STATES BY CIVILIAN ACTIVITIES OF THE HOST
COUNTRY**

Use of the installations/infrastructure listed in this agreement is granted to the U.S. Forces only and may not be extended to third parties or other armed forces absent previous agreement between the parties.

1. Requests by civilian activities of the host nation for the recreational, cultural, or educational use of installations/infrastructure granted for use by the U.S. Forces, shall be initially addressed to the Italian Commander.
2. The Italian Commander will forward the request to the U.S. Commander, along with an endorsement expressing the concurrence or nonconcurrence by the Italian Commander to the request.
3. The U.S. Commander will approve or deny the request, consistent with mission, operational, and security requirements. The U.S. Commander will then transmit his decision to the Italian Commander, who will then have the responsibility to inform the requesting civilian agency or activity of the decision.
4. In accordance with Section V of this Technical Arrangement, civilian activities of the host nation that are conducted on installations/infrastructure granted for use by the U.S. Forces will be at no cost to the United States. Any services provided by the U.S. Forces to these civilian activities will be on a reimbursable basis.
5. In appropriate circumstances, as determined by the U.S. Commander, sponsors of host nation civilian activities conducted on installations/infrastructure granted for use by the U.S. Forces will be required to present proof of liability insurance as a condition for obtaining approval. The liability insurance will hold the U.S. harmless for any and all actions conducted by the civilian activity.
6. In certain circumstances, normally cases of public emergency, the Italian government may desire to use installations/infrastructure granted for use by the U.S.

Forces. On a case-by-case basis and per Sections V and XII of this Agreement, the Italian and U.S. Commanders will negotiate the circumstances of such use. The Italian Commander will endeavor to avoid any prejudice to the U.S. Forces' operations in negotiating such agreement.

PERSONNEL REPORTING

1. Introduction

a. This annex fulfills the requirements of Section V, paragraph 3, of this agreement, for U.S. reporting of personnel.

b. "Associated personnel" means the total of the permanently authorized "force" and "civilian component" (as defined in Section IV of this agreement) encompassed by this TA.

(1) Italian National Authorities will authorize the maximum number of the associated personnel.

(2) Temporary increases.

(a) Temporary increases to the associated personnel for training, exercises, logistics activities, transit, etc., in numbers not exceeding 5% of the associated personnel, and on the installation for more than 2 but not exceeding 60 days, will be approved by the Italian Commander as delegated by the IDGS.

(b) Temporary increases of the associated personnel for training, exercises, logistics activities, transit, etc., for periods exceeding 60 days will be approved by the IDGS.

(c) Temporary increases of the associated personnel supporting operations already approved by the Government of Italy will be coordinated with the Italian Commander.

2. Reporting. Semi-annually, or when requested, the U.S. Commander will provide the Italian Commander with:

a. A list of the U.S. Commands at the U.S. Naval Air Station Sigonella;

b. A table of organization of the U.S. Naval Air Station Sigonella, including Departments;

c. A list of temporarily assigned units on board U.S. Naval Air Station Sigonella;

d. The associated personnel strength; and

e. The approximate number of civilian personnel (as defined in Section IV of this agreement).

COMMAND RELATIONSHIPS

1. Italian Commander

a. Commander, 41st Stormo A/S is the Italian Commander over the installations/infrastructure referenced in this Technical Arrangement. His authority extends throughout the installation over all the Italian personnel, military and civilian, assigned for whatever reason to the installation, and over the whole land and infrastructure, Italian equipment and materiel. This includes Italian equipment and materiel located on any installations/infrastructure ceded in exclusive use to the U.S. Forces.

b. To accomplish his tasks and as guarantor for Italian sovereignty, the Italian Commander has access to all areas and facilities as referred to in Section XV of this agreement and agreed in Annex 11.

c. The Italian Commander will:

(1) Coordinate with the U.S. Commander on all matters of common interest. Advise the U.S. Commander on aspects of Italian law, rules and regulations that may impact U.S. operations. Advise the U.S. Commander if he believes U.S. activities are not respecting applicable Italian law, rules and regulations and will immediately seek advice from higher Italian Authorities.

(2) Serve as the formal representative of the installation and as the liaison between the U.S. military authorities and the local Italian civil and military authorities, including press agencies. In the event that an Italian civilian or military authority requires a license, permit, or official certification of an installation activity, the processing of such documents shall be facilitated by the Italian Commander.

(3) Be responsible for coordinating external perimeter security and for initiating liaison with national and local officials for needed security initiatives.

(4) Receive inquiries from the local officials concerning the activities of U.S. Forces and coordinate such with the U.S. Commander. In accordance with Section

XIX of this Technical Arrangement forward the inquiries to the local JMC for resolution.

(5) Monitor and approve any temporary increase of the associated personnel, in accordance with paragraph 4, Section IV and Annex 4 of this Technical Arrangement.

(6) Monitor installation activities and promptly report any situation which requires an immediate review by appropriate national authorities.

(7) Intervene to have the U.S. Commander immediately interrupt U.S. activities which clearly endanger life or public health and which do not respect Italian law.

2. U.S. Commander

a. Commanding Officer, U.S. Naval Air Station, Sigonella, Sicily is the U.S. Commander over installations/infrastructure covered by this Technical Arrangement. The U.S. Commander has full military command over U.S. personnel, equipment and operations, and bears independent responsibility for the safety and security of his own personnel and equipment. The U.S. Commander's activities are undertaken in accordance with Article II of the NATO SOFA which states that it is the duty of a force and its civilian component and the members thereof as well as their dependents to respect the law of the receiving State, and to abstain from any activity inconsistent with the spirit of the NATO SOFA.

b. The U.S. Commander will:

(1) Notify in advance the Italian Commander of significant U.S. activities, with specific reference to the operational and training activity, to the movements of materiel, weapons, and civilian/military personnel, and to any events/incidents that should occur or any other relevant issue upon Italian request. The term significant is intended to exclude all routine activities.

(2) Provide notification of any aircraft deployment, including temporary deployment, and provide the Italian Commander with a copy of the relevant PPR.

(3) Provide the Italian Commander the annual schedule of exercises involving units assigned or deployed on the base.

(4) Provide the Italian Commander the personnel information semiannually, or whenever requested, as indicated in Annex 4.

(5) Promptly investigate and consult with the Italian Commander concerning any U.S. activities which clearly endanger life or public health, and which do not respect Italian law, when notified by the Italian Commander of the situation.

(6) Obtain the approval of/or notify the Italian Commander for any temporary increase of the associated personnel, in accordance with paragraph 4, Section VI and Annex 4 of this Technical Arrangement.

(7) In accordance with Article VII, paragraphs 10 a. and b. of the NATO SOFA regarding the status of NATO Forces, the U.S. Commander exercises his police rights on the land areas and infrastructure therein, used by the U.S. Forces pursuant to agreement with the Italian Authorities.

(8) Comply with all applicable agreements regarding the collection of intelligence products, electronic or otherwise.

3. Joint Responsibilities of the Italian and U.S. Commanders

a. The Italian and U.S. Commanders are responsible for the implementation of this Technical Arrangement.

b. The Italian and U.S. Commanders fulfill their representational roles with equal status. The Italian and U.S. Commanders will assure effective cooperation in order to preserve good relations and avoid, in so far as possible, local frictions and misunderstandings which might arise in the course of the implementation of this Technical Arrangement.

c. The Italian and U.S. Commanders will maintain a continuous and close exchange of information, operations, and planned special events. In particular, all operational and training activities; significant movement of material,

weapons, and civilian/military personnel and any events/incidents that impact upon the relationship will be subject to this requirement.

d. Differences of opinion between the commanders regarding whether a specific activity should be undertaken, that cannot be resolved within the local JMC, will be referred up the respective chains of command for resolution. Either commander may refer a matter in dispute, or one not susceptible to local resolution, to higher authority for resolution. Beginning a disputed activity is subject to resolution of the controversy.

e. The Italian and U.S. Commanders through the local JMC are responsible for development of a Base Master Plan (the Multi-Year Plan) and initiation of Construction Mixed Commission annual submissions.

f. Procedures for access by competent Italian authorities to the area ceded in exclusive use to the United States are covered by JMC Instructions (JMCI-4).

g. Both the Italian and U.S. Commanders will comply with their responsibilities under the Tricarico-Prueher Report as outlined in Attachment 1 to Annex 12 of this Technical Arrangement.

h. The Italian and U.S. Commanders will coordinate all measures necessary to assure and maintain order and security within the area and infrastructure assigned to and among the U.S. Forces.

FINANCIAL ANNEX

1. Types and definition of operational expenses of the installation include common expenses, referring to common use by both nations, and exclusive expenses, referring to exclusive use by each nation. This annex addresses common expenses for the operation of Sigonella Airbase for joint use facilities based on use.

a. Common expenses are subdivided into:

- (1) Personnel costs
- (2) Operation and Maintenance costs
- (3) Investment costs

b. Definition of common expenses and related procedures:

(1) Personnel Costs

For the purposes of this annex, personnel costs are those of Italian and U.S. Forces personnel providing services in direct support of common use by both nations at Sigonella Airbase. The types and numbers of personnel required for common services are listed in Attachment 1. The total personnel may vary by plus or minus 10% without prior consent of the parties as long as associated costs are not in excess of the same 10% limitation.

(2) Operation and Maintenance Costs

Operation and Maintenance costs are those expenses necessary to maintain the Sigonella Airbase at its full operational capacity and efficiency as a joint use base. These expenses include those for common services, which will be shared, and are distributed per Attachment 2. Common expenses include those costs associated with joint use facilities, as identified in Annexes 1 and 2.

(3) Investment Costs

(a) Investment costs refer to expenses for new infrastructure construction, infrastructure capital improvements, extraordinary infrastructure maintenance, and acquisition of major equipment, which were not previously

included in the category of expenses for operation and maintenance, nor included in estimated expenses for the common funding of NATO infrastructure, necessary to maintain Sigonella Airbase at its full operational capacity and efficiency as a joint use base.

(b) In those cases where changes result in cost growth greater than 10%, a two year advance notice will be required to allow the U.S. Department of the Navy (DON) sufficient time to identify and secure the appropriate funding during budget formulation.

2. Financial Procedures

a. Financial Points of Contact. Points of contact regarding financial matters are:

(1) For Italy:

Comando Squadra Aerea
Stato Maggiore - 1° Ufficio
Via di Centocelle S.N.C.
00100 R O M A (ITALY)

(2) For the United States:

COMUSNAVEUR Code N7

b. Distribution Formula. The total amount of the common expenses will be allocated according to the following tonnage/landing formula:

Step One:

$$S = I + U$$

Step Two:

$$Q = S \times \frac{A}{(A+B)}$$

Step Three:

$$Q - U = \text{U.S. Payment to Italy}$$

S= Sum of Italian Common Expenses (I) + U.S. Common Expenses (U)

I= Sum of Italian common expenses (personnel, operations & maintenance, and investment costs);

U= Sum of U.S. common expenses (personnel, operations & maintenance, and investment costs);

Q= U.S. cost share;

A= Average landing weight (in tons) of each type of U.S. aircraft times the number of landings including "Touch and Go" practice landings (see note);

B= Average landing weight (in tons) of each type of any other aircraft times the number of landings including "Touch and Go" practice landings (see note).

Note: A "touch and go" practice landing is counted as 35% of a full-stop landing. The Base Operations Center will keep a record of all landings and "Touch and Go" practice landings using daily information from the control tower.

c. Budget planning and execution

(1) The Italian and U.S. commanders will agree on the common expenses.

(2) All elements of common expenses (personnel, operations and maintenance, and investment costs) must be included in the Annual Budget Forecast jointly approved during a dedicated annual meeting.

(3) Within the month of April of the year x-1, referring to the year x, the Comando Squadra Aerea will present a draft of the expenses budget in Italian and English to COMUSNAVEUR. In order to allow both parties to include in their own national plan all relevant expenditures, the aforementioned budget must be approved and countersigned by the financial referents during a joint meeting between the above mentioned financial referents, specifically called for that purpose, to be held by May 15 of year x-1. Although such signature does not bind either side to make payments, the minutes of such meeting, countersigned by both parties, will constitute for the Italian Authority the formal authorization to allocate and use the agreed financial resources within a variation of a maximum 10% for the relevant financial year. During the same meeting the final billings of the previous year will be approved by both parties. All reconciliation payments

and reimbursements will be done concurrent with payment of the third quarterly payments of the current year.

(4) The quarterly final balance, signed by the Commander of the 41st Wing and countersigned by the U.S. Commander, must contain the following statement:

"We attest that the expenses reported in this list represent the real expenses paid by the Italian Air Force (AM) for the common expenses for the operation of those areas of the Sigonella Airbase, for which the United States of America has joint financial responsibility in accordance with the Technical Agreement dated _____".

d. Technical-administrative aspects. In advance of the applicable quarter the Commander, U.S. Naval Forces, Europe, will pay, in the Italian national currency, the share charged to the United States for the relevant quarter with a non-negotiable check to: Comando 3^a Regione Aerea - Direzione di Commissariato - Lungomare Nazario Sauro - 70121 BARI.

(1) The check and supporting documents will be sent to:

COMANDO 3^a Regione Aerea
Direzione Di Commissariato
Lungomare Nazario Sauro
70121 BARI
CCP nr. 242701

(2) The Comando Squadra Aerea will forward each quarterly final balance to:

COMUSNAVEUR 015
7 North Audley Street
London WLY2AL
England

(3) The Comando Squadra Aerea will send a copy to:

Naval Air Station Sigonella
Comptroller Department
PSC 812 Box 3140
FPO AE 09627-3140

Stato Maggiore Aeronautica
III Reparto
Viale dell'Universita', 4
00185 ROMA

(4) COMUSNAVEUR 015 must send a copy of the quarterly payment with an exact indication of terms and supporting documents to the following offices:

Stato Maggiore Aeronautica
III Reparto
Viale dell'Universita', 4
00185 ROMA

Comando Squadra Aerea
Stato Maggiore - 1° Ufficio
Via di Centocelle S.N.C.
00100 ROMA

Comando 41o Stormo
Strada Provinciale 69
Piano D'Arce Lentini
94030 SIGONELLA CATANIA

Attachment 1 to Annex 6

NUMBER OF PERSONNEL REQUIRED FOR COMMON SERVICES

SERVICE	ITALIAN PERSONNEL	U.S. PERSONNEL
Technical/Operational	160	21
Fire Fighting	65	55
Infrastructure Maintenance	55	0
Security	280	242
Flight Operations	31	38
Administration	56	92
TOTAL	647	448

Common Expenses List of Allowed Items

Operation and Maintenance Costs:

1. INFRASTRUCTURE ORDINARY MAINTENANCE
 - Building maintenance
 - Water purifying system maintenance
 - Ordinary and special GG.EE. maintenance
 - Open Spaces maintenance including drainage
 - Airstrip maintenance
2. EQUIPMENT MAINTENANCE
 - Telecommunication equipment
 - Workshop equipment
 - Motor vehicles
 - Fire-prevention
3. CONSUMABLES
 - Water
 - Electricity
 - Telephone lines
4. FUEL AND HEATING
5. PERSONAL SAFETY CLOTHING AND EQUIPMENT

UTILITY AND FIRE FIGHTING SERVICES

1. Drinking Water. At Sigonella, the U.S. Navy operates exclusive use water treatment plants at NAS I and NAS II to produce drinking water. Current daily usage from NAS I and NAS II combined is 4200 cubic meters of drinking water.

2. Electric Power. At Sigonella, the U.S. Navy purchases electricity, directly from ENEL, for U.S. exclusive use facilities up to a maximum of 18,200 KW available at 220 volts, 50 hertz, 3 phase. Current usage is as follows:

- a. NAS I: 20 KV line providing 6,000 KW
- b. NAS II: 20 KV line providing 10,000 KW
- c. Niscemi: 20 KV line providing 2,000 KW
- d. Pachino: 20 KV line providing 200 KW

3. Detailed procedures for the integration of U.S. firefighting personnel into the firefighting services for Sigonella military airfield shall be the subject of an SOP developed jointly by the parties and approved by the Local Joint Military Commission (JMC-L). This SOP will be developed within 120 days of the coming into force of this Technical Arrangement.

Note: In accordance with Section XXI of the Technical Arrangement, the lists contained in this Annex may be updated, from time to time, by mutual agreement of the Italian and U.S. Commanders. Copies of such updated lists shall be promptly provided to the Joint Military Commission established in accordance with Article II of the 1995 U.S.-Italy MOU.

PROCEDURES FOR THE OPERATION AND MAINTENANCE OF THE AUGUSTA
NATO DEPOT (S. CUSUMANO)/US NAVAL AIR STATION SIGONELLA OIL
PIPELINE

Detailed procedures for the operation and maintenance of the Augusta NATO Depot (S. Cusumano)/U.S. Naval Air Station Sigonella oil pipeline are beyond the scope of this TA. They are the subject of agreements developed between the appropriate Italian and U.S. agencies. Copies of the appropriate relative agreements will be attached here for reference.

CUSTOMS PROCEDURES

1. The NATO SOFA (Article XI), the BIA, and the Memorandum of Understanding between Italy and the United States of America regarding customs and fiscal procedures regulate customs procedures at the U.S. Naval Air Station Sigonella.

2. The following customs procedures apply at the U.S. Naval Air Station Sigonella when an Italian customs agent is not on station:

a. The U.S. Commander or his delegate will greet all international flights landing in Sigonella. The U.S. Commander will maintain a list of all passengers (including name, rank, status, and military identification number or passport number), merchandise and material, and whether such flight is the first stop in the Italian territory or the final destination.

b. The U.S. Commander will maintain this list for 30 days following the flight's arrival to allow for inspection by the Italian Commander or Italian customs officials. In any event, the Italian Commander may request the assistance of local customs authorities until a permanent customs office is established at U.S. Naval Air Station Sigonella.

ANNEX RELATED TO SECURITY PROCEDURES

1. The Italian Commander shall, in coordination with the U.S. Commander, develop and implement:

a. LOCAL PROTECTION PLAN: The local protection plan shall discuss the overall protection of the installation; surveillance; authority to use, carry, and transport weapons; procedures regarding search and seizure; procedures regarding traffic stops; a plan for prevention of attacks; a plan for intervention should an attack occur; an anti-terrorism plan; security at weapons compounds; and other matters as agreed upon by the Italian and U.S. Commanders.

b. DISASTER PLAN: The disaster plan shall contain procedures for dealing with emergency events such as volcanic activity, seismic activity, chemical/biological events, or other emergencies as agreed upon by the Italian and U.S. Commanders.

c. ALARM MANUAL: The alarm manual shall include provisions relating to the declaration of emergencies, response to crisis events, and associated matters as agreed upon by the Italian and U.S. Commanders.

2. The parties shall endeavor to exchange threat information (related to intelligence, terrorism, sabotage, etc.) to the maximum extent possible when such information is received.

3. The U.S. Commander shall, whenever the U.S. Force Protection Condition is lower than that set by the Italian Command, assume the Force Protection Condition set by the Italian Command. Otherwise, the U.S. Commander may set the Force Protection condition believed necessary for the protection of the personnel and equipment under U.S. command. The Italian commander, upon receipt of information from the U.S. Commander, shall match the Force Protection Condition set by the U.S. Commander.

4. The U.S. Commander has the discretion to employ contract guards, per Article 14 of the BIA, to accomplish security functions.

5. Naval Air Station Sigonella military police will carry arms outside the installations/infrastructure encompassed by this Technical Arrangement in accordance with Article VI of the NATO SOFA and related Protocol of application in Italy.

ACCESS TO U.S. RESTRICTED AREAS

1. The Italian Commander, or the acting Italian Commander, including technical personnel, has access to limited and well-defined classified/restricted areas under the control of the U.S. Commander in accordance with the following procedures. The U.S. Commander or his representative shall ensure that all necessary measures are taken to allow the Italian Commander, or the acting Italian Commander access to classified/restricted areas.

2. The Italian Commander, or the acting Italian Commander, will communicate to the U.S. Commander his intention to access the classified/restricted areas. Normally, such request shall be made with 24 hours' notice to the U.S. Commander. The request will include the names of those technical personnel to accompany the Italian Commander, or the acting Italian Commander.

3. The U.S. Commander:

a. Will inform his personnel that the Italian Commander, or the acting Italian Commander, may access the area in question; and

b. Will secure documents classified "U.S. only" in accordance with U.S. procedures and regulations.

4. The U.S. classified/restricted areas are:

U.S. NAVAL AIR STATION SIGONELLA

Building	Room	Description
420	ALL	Defense Courier Service
426	V3	NASSIG CMC vault
426	WC610	NASSIG CMS vault
426	214	Patron Communication
472	15	Security Manager vault
585	131	NAVCOMTELSTA Technical Control/Message Center
585	132	NAVCOMTELSTA DMS/GBS
585	133	NAVCOMTELSTA SATCOM
585	137/138	NACOMTELSTA CMS vault
606	106	NCIS Secure Area

630	HC4	Comm/MIS
639	ALL	Tactical Support Center
829	7	Weapons Stock Control

NISCEMI TRANSMITTER SITE

2100	125	NRTF Technical Control Room
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5. In addition to the specified areas listed above, other sites may be considered classified areas during the planning and execution phases of specific operations. In such cases the U.S. Commander will provide the Italian Commander with a list of areas which are to be considered temporarily classified areas during the operation, and to which to procedures specified in this Annex shall apply.

COORDINATION AND APPROVAL OF OPERATIONAL AND TRAINING
ACTIVITIES

1. Mission of units and aircraft. The primary mission of the U.S. Forces on the installations/infrastructure encompassed by this Technical Arrangement is in support of NATO requirements.
2. Low Level Flight training will be coordinated and approved in accordance with Attachment 1.
3. Base Operations are outlined in Attachment 2.
4. Air Traffic Control Services are described in Attachment 3.
5. Regulations for the use of the Pachino Target Range are contained in Attachment 4.
6. The U.S. Commander will:
 - a. Submit a daily flight schedule for permanently assigned aircraft and aircraft deployed to Naval Air Station Sigonella to the Italian Commander by 1600 of the day prior to scheduled flights certifying that the missions have been planned consistently with Italian flight regulations and procedures, taking into account all applicable charts and directives. Transient U.S. aircraft will operate in accordance with Attachment 1, paragraph 4, and Attachment 2, paragraph 2.d.
 - b. Provide to the Italian Commander the annual schedule of exercises, if any, involving permanently assigned units and units deployed to Naval Air Station Sigonella or involving the use of installations/infrastructure encompassed by this Technical Arrangement. Information regarding additional exercises will be provided to the Italian Commander as soon as feasible after the U.S. Commander knows of the exercise. Any additional coordination with the Italian military authorities including, if necessary, requests for approval of U.S. operations will be handled by the appropriate office at the American Embassy in Rome.

c. In accordance with the appropriate plan approved by the Italian Commander, coordinate response for all emergency situations, incidents and accidents concerning all flight operations involving Naval Air Station Sigonella.

d. Upon request, provide to the Italian Commander radio frequency assignments (initial and renewal approvals) used by U.S. forces at Naval Air Station Sigonella.

7. The Italian Commander will:

a. Provide to the maximum extent possible complete English versions of all operational directives, manuals and regulations to the U.S. Commander.

b. Specifically identify all pertinent directives, manuals and regulations concerning Naval Air Station Sigonella to the U.S. Commander.

8. Activities or operations designed to collect information, either on the electromagnetic spectrum (SIGINT) or other forms (aerial cartography, maps, survey, etc.) shall be regulated by specific bilateral agreements and subject to specific authorization issued by the competent authority.

9. Arms and conventional munitions stored in bunkers specifically authorized for munitions storage shall respect Italian, U.S., and NATO standards and procedures. In the event of conflict, the Italian and U.S. Commanders shall coordinate and apply the appropriate standard. On a semi-annual basis, the U.S. and Italian Commanders shall each provide their counterpart with a report listing the types, quantities and location of explosive material each holds in stock on the installation.

10. Temporary deployment of other countries' aircraft to Naval Air Station Sigonella for training is not prohibited by this document. Such training is subject to approval by the Italian Commander and host nation authorities.

LOW LEVEL FLIGHT TRAINING

1. This attachment implements the procedures for U.S. low level flight training recommended by the Report of the Tricarico-Prueher Bilateral Commission as they apply to U.S. aircraft based, deployed to, or operating from Naval Air Station Sigonella.

2. Designated U.S. Authority (DUSA): the U.S. Commander at Naval Air Station Sigonella is the DUSA. As the DUSA, the U.S. Commander will act, personally or through his Operations Officer, as the single point of contact with the Italian Commander.

3. Responsibilities.

a. DUSA Responsibilities:

(1) Certify to the Italian Commander those U.S. units that are qualified to perform low level flight training.

(2) Provide all U.S. units conducting low level training in Italy under the DUSA's authority with comprehensive information regarding all U.S. and Italian flight procedures and regulations, to include but not limited to, safety, local area, host-nation and service-specific regulations and procedures. This information will include an up to date library of all relevant U.S. and Italian publications, references, directives and maps/charts and other documentation. Updates will be made as required in a timely manner and documented.

(3) Coordinate with the Italian Commander to ensure local procedures are consistent with Italian Safety of Flight.

(4) In flight operational matters, if the DUSA determines there has been a lack of compliance by a deployed or tenant unit with applicable flight procedures and regulations, the DUSA will notify the deployed or tenant Commander, and may suspend a deployed or tenant unit's operations at Naval Air Station Sigonella until such time as he is satisfied that the unit is in compliance with the applicable flight operations and regulations.

b. U.S. Unit Commander Responsibilities:

(1) U.S. Unit Commanders will certify in writing to the DUSA that unit aircrews are qualified for their assigned operational and training mission, including low-level flights, within the context of these flight procedures and regulations.

(2) U.S. Unit Commanders are responsible for, and will ensure, that comprehensive information provided by the DUSA regarding all U.S. and Italian flight procedures and regulations, to include but not limited to, safety, local area, host-nation and service-specific regulations and procedures, is properly distributed in a timely manner to all deployed U.S. aircrew and that it is reviewed by all unit aircrew.

(3) All U.S. units will follow the DUSA's procedures when those procedures are more restrictive than service procedures.

c. Italian Commander's Responsibilities:

(1) The Italian Commander will assist the U.S. Commander to understand the Italian flight procedures, to assure a complete and efficient exchange of information, and will ensure to the maximum extent possible that complete English versions of all pertinent publications and materials, including up-to-date maps and charts, are received and distributed to the U.S. Commander.

(2) The Italian Commander will specifically identify all pertinent publications and materials, including up-to-date maps and charts concerning Italian flight procedures to the U.S. Commander.

4. Non-permanently based aircraft (forward deployed and rotational units) operating from Naval Air Station Sigonella may be authorized to carry out low-level flight training activity only: (1) within the context of exercises authorized by IDGS/COI (Joint Operational Headquarters) and where such activity is in keeping with the objectives and procedures of the exercise itself; or (2) when necessary for training aimed at carrying out air operations for which the units in Italy are based and when certified by the DUSA and authorized by the IDGS.

BASE OPERATIONS

1. This attachment identifies Italian Base Operations (IT BOPS) and U.S. Navy Base Operations (USN BOPS) responsibilities.

2. Base Operations

a. Documents. The Italian Commander will provide the U.S. Commander to the maximum extent possible a complete English version of all Italian aeronautical documents needed for Naval Air Station Sigonella operational procedures. Such documents should be provided to the U.S. Commander as soon as possible in advance of the implementation date, in order to allow for effective implementation of the document.

b. Navigation Charts and Flight Information Publications (FLIPs). The Italian Commander will assist the U.S. Commander to understand the Italian flight procedures, to assure a complete and efficient exchange of information, and will ensure that to the maximum extent possible complete English versions of all pertinent Italian publications and materials, including up-to-date maps and charts, are received and distributed to the U.S. Commander.

c. Notices to Airmen (NOTAMs). ITAF ARO is the NOTAM Authority for Naval Air Station Sigonella. Requests for issuance of local NOTAMs shall be forwarded to the Italian Air Force Air Reporting Office through IT BOPS. IT BOPS will inform USN BOPS of the intention to release of applicable local NOTAMs prior to their transmission.

d. Prior Permission Required (PPR). The U.S. Commander shall request a PPR for all U.S. and U.S.-sponsored aircraft requesting to land at Naval Air Station Sigonella. The Italian Commander, or his designated representative, has the authority to approve/disapprove the request in whole or in part.

**RULES REGARDING AIR TRAFFIC CONTROL SERVICES BY U.S.
PERSONNEL**

1. United States ATC military personnel are authorized to provide Air Traffic Control (ATC) operations and act as Tower (TWR) controllers and RADAR Ground Control Approach (GCA) controllers, in support of NATO military air traffic at Sigonella military airfield.

2. The authorization mentioned in paragraph 1 may be issued exclusively for U.S. personnel already competent as air traffic controller and titled by U.S. Authority and is subject to:

a. The completion of the theoretical and on-the-job-training (OJT) which will be accomplished in the TWR and GCA facilities at Sigonella military airfield under the supervision of qualified and rated ITAF ATC personnel, in accordance with ITAF regulations in force;

b. The evaluation of the operational readiness, which will be performed by the ITAF Officer in charge of the ATC Services of Sigonella military airfield; and,

c. The issue of an appropriate rating by ITAF.

3. Professional qualifications and medical requirements for U.S. personnel working air traffic control duties are those reported in the related ITAF directives in force, for the performance of TWR and GCA operations. Before commencing OJT, the U.S. commander shall provide the Italian commander with a certification concerning medical requirements and professional qualification (including ATC operational past experiences) for all U.S. military personnel assigned to ATC duties. The U.S. commander will communicate immediately to Italian commander any subsequent changes to the validity of the above certification.

4. The rating certificate issued for U.S. ATC personnel by the ITAF is equivalent to that awarded to the ITAF ATC personnel and, therefore, is valid for the purpose laid down in paragraph 1. U.S. military personnel authorized to perform ATC operations shall comply with ATC rules in force in Italy and with the local standard operating procedures.

Authorized radiotelephonic frequencies must be used, as well as standard English ATC phraseology and appropriate microphonic technique.

5. The Italian Commander of the Sigonella military airfield will provide U.S. Commander with a copy of the regulation and of all the local operational rules, procedures and applicable directives in the English language. ATC military personnel shall sign for receipt and understanding of all abovementioned documents.

6. The U.S. ATC military personnel designated by U.S. commander to perform ATC duties will be employed as scheduled by the ITAF Officer in charge for ATC services of Sigonella military airfield in coordination with the U.S. ATC officer. U.S. ATC military personnel will operate under the general supervision of ITAF controller.

7. Air Traffic Control functions of the U.S. controller personnel are limited to the Sigonella Air Traffic Zone (ATZ) and the related "radar recovery" pattern.

8. Acts and omissions resulting in damage to people or goods, deriving from ATC service provided by the U.S. ATC military personnel, will be handled in accordance with the provisions of NATO SOFA.

9. Detailed procedures for the integration of U.S. ATC military personnel into the ATC services for Sigonella military airfield shall be the subject of an SOP developed jointly by the parties and approved by the Local Joint Military Commission (JMC-L).

PACHINO TARGET RANGE

1. Purpose. The purpose of this Annex is to regulate the use of the Pachino target range.
2. Location of the Target Range. The Pachino target range includes the areas and installations/infrastructure located near Pachino (Siracusa) known as Le Grotticelle, Punta Castellazzo, Isola dei Porri, Punta delle Formiche, Marza and the area whose center is at Latitude 36 degrees 39 minutes 19.151 seconds North and Longitude 15 degrees 00 minutes 52.990 seconds East with a radius of 2,700 meters, situated at the South-East point of Sicily inside regulated areas R-38 A and B.
3. Main Use
 - a. The target range shall normally be used for U.S. Military training activity involving:
 - (1) Medium angle loft, over the shoulder releases and dive bombing, at time Hj (sunrise to sunset);
 - (2) Inert mine release from aircraft/helicopters for naval use, at time Hj (sunrise to sunset);
 - (3) Helicopter deck landing simulation, both daytime and nighttime;
 - (4) Helicopter infiltration, ascent and descent in hovering, and training circuit for divers;
 - (5) Inert mine laying by P-3 patrol squadron aircraft;
 - (6) U.S. Navy and Italian explosive ordnance disposal (EOD) or special operations training to include open and closed circuit scuba operations, helicopter rope suspension training (HRST), water parachute drops, and helicopter insertion and extraction training;
 - (7) EOD non-destructive underwater detonation training. Explosive weight will not exceed 10kg, and detonation will not be attached to any natural structure or

barrier. To the extent practical, all residual will be picked up after detonation;

(8) Helicopter carrier landing training. Helicopters permanently or temporarily assigned to Naval Air Station Sigonella will conduct simulated carrier landings at the helicopter landing pad at Le Grotticelle.

b. Only inert ordnance shall be used on the target range and it shall not contain explosives, except light and smoke devices.

4. Assignment of U.S. Personnel. The United States will not permanently place military/civilian personnel in the area of the target range. The necessary U.S. personnel will be sent to the area only when the range is active (plus time required for preparation and post-activity recovery).

5. Command. The target range and its installations are under Italian Command. The Italian and U.S. Commanders exercise their command on the assigned area, buildings, personnel, equipment and operations necessary to the performance of practice activity as set forth in this Technical Arrangement.

6. Technical Details

a. Italian military authorities shall designate the airspace in the assigned areas as regulated airspace, for an unlimited altitude and within a radius of 15 miles from the target range. The designated 15 mile area shall not include the airspace falling within the Malta Flight Information Region. The designated area shall include only airspace falling within the Rome Flight Information Region.

b. Italian military authorities shall make available for use the ocean area within a radius of 2,700 meters from the center of the target range. This area will be named "Surface Impact Area," and is defined by coordinates: 36 degrees 39 minutes 19.151 seconds at latitude North and 15 degrees 00 minutes 52.990 at longitude East. The U.S. shall place a target consisting of a single anchored buoy, at the center of the target area.

c. Italian military authorities shall make available the following areas for the above-mentioned purposes:

(1) Isola dei Porri, on which the U.S. has placed a recognition signal about 25 feet long, 4 feet wide, and 1½ feet tall. This signal is north of existing buildings and will be used as the "jet initial point";

(2) Punta delle Formiche, on which the U.S. has built a pylon about 15 feet high and 4 square feet wide. This signal will be used as the "propeller initial point";

(3) Le Grotticelle, on which the U.S. has built a spotting tower about 50 feet high and 4 square feet wide;

(4) Punta Castellazzo, on which the U.S. has built a structure used as control tower and warehouse of about 15 feet by 20 feet, a boat launch, and a helicopter landing platform of about 625 square feet;

(5) Marza, on which the U.S. has built a control tower, spotting tower, storage buildings, and a garage.

d. The U.S. Government will be responsible for all expenses for the U.S. use of the target range.

e. During periods when the target range is active, necessary Notices to Airmen and Mariners shall be issued per Italian national directives. During operation of the target range the range area will be clear of any unauthorized person, equipment, watercraft, aircraft or ship and access to the range area will be restricted, in accordance with the local joint SOP. There will be no restriction outside the impact area for personnel or equipment on the ground or in the ocean. The U.S. will ensure that during its drills, the impact area is clear before starting any bombing, per Italian national directives. The U.S. will also ensure that the area will be cleared of all residual material and devices to the extent practical. Inert mines, laid by P-3 patrol squadron aircraft, are reusable, and salvage vessels or U.S. Navy/Italian divers should recover these inert mines.

f. For any claims deriving from or connected to training activity, the NATO SOFA will apply. Damage claims involving the U.S. shall be investigated by a representative of the U.S., together with a designated Italian officer.

g. The U.S. may use the target range with priority upon COI authorization. The Italian Commander is responsible for the necessary coordination. Equipment installed by either the U.S. or Italian Government may be used or operated by personnel of either Government upon agreement between the Italian and U.S. military authorities. Access to buildings built by the U.S. will be pre-arranged with the U.S. Commander.

h. The U.S. may use inert devices for daytime training activity. The nighttime use of the target range, without ordnance, is permissible. The U.S. Commander will coordinate training activity with the Office of Defense Cooperation (ODC), U.S. Embassy, in Rome. Modifications to scheduled activity must be communicated with 30 days notice from the day prescribed, otherwise the scheduled training activity may be cancelled or rescheduled.

i. The minimum flight altitude is established in accordance with Italian regulations.

j. It is agreed that the U.S. may install, on Isola dei Porri, laser survey machinery consistent with Italian national directives on the "safety of the use of laser machinery in open spaces," for training its pilots. In particular:

(1) Operating or installing this machinery in the "DESIGNATOR" mode (without the scattering apparatus mounted) shall not be allowed at the Pachino range;

(2) The system, to safely operate as "simulator" (danger class IIIb), must be rendered non-modifiable. As provided for lasers of the same or major danger class, the laser must have an automatic interlock system that automatically turns the laser off in the event the diffuser is removed during its operation;

(3) An area of at least 30 meters shall be kept empty and controlled by U.S. personnel during periods of operation;

(4) It must be equipped with a technical laser safety card consistent with Italian regulations on the "safety on the use of laser machinery in open spaces";

(5) An officer in charge of the laser safety shall be appointed to make occasional mechanical inspections per Italian regulations;

(6) Advance notice of intent to use the laser machinery must be given to the Italian authorities, specifying the days during which the machinery will be used, in the monthly training request;

(7) The U.S. military authority will issue a notice of safety rules that will be applied for training at the target range, indicating responsibilities and behavior of the aircraft. A copy will be forwarded to the Italian Base Commander;

(8) Due to the archaeological and botanical interest of the Isola dei Porri, neither additional permanent structures nor modification to those in existence are authorized.

k. Circuits (including holding patterns) shall not include residential areas. Flight joinup after target range activity must occur between 7,000 and 9,000 feet. Formation leaders shall be responsible for observing safety rules by all components of the formation, and knowledge of flight restrictions in force in Italy. The U.S. Commander shall certify that personnel using the target range are aware of all relevant Italian rules in force.

l. The SMA shall issue detailed instructions for the use of the target range (request messages, minimum altitude, circuits, laser activity, etc.), including relevant Italian national directives, in English and Italian.

JOINT LOCAL MILITARY COMMISSIONS

The charter outlining the composition and the functions of the Local Joint Military Commission (JMC-L) are contained in the attachment to this annex, and will be attached by the local commanders.